

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS**

**595 Newark Avenue**

**Jersey City, New Jersey 07306**

**- and -**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 164**

**65 West Century Road**

**Paramus, New Jersey 07652**

**July 1, 1996 to June 30, 2001**

**Prepared By:**

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## INTRODUCTORY STATEMENT

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS, located at 595 Newark Avenue, Jersey City, New Jersey ("County"), and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 164, with its offices at 65 West Century Road, Paramus, New Jersey ("Union"), acting herein on behalf of the Employees of said County, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

### **WITNESSETH:**

**WHEREAS**, the County recognizes the Union as the sole and exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**RECOGNITION**

1. The County recognizes INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 164 as the sole and exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

## ARTICLE II

### UNION SECURITY

1. All present Employees covered by this Agreement may join the Union, and become members of the Union.

2. Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the parties recognize that public employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity.

3. The Union may supply membership packets, which contain information for distribution to new Employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new Employees, during the initial phase of employment.

### ARTICLE III

#### CHECK-OFF

1. Upon receipt of a written authorization from an Employee who has completed thirty (30) days of employment the County shall, pursuant to such authorization, deduct from the wages due said Employee, and remit to the Union, regular monthly dues as fixed by the Union, together with a list of all Employees, including those from whom dues have been deducted, and also those Employees from whom dues have not been deducted, for various reasons.

2. A. The County shall be relieved from making such "check off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c) and (d) above, upon the return of an Employee to work from any of the foregoing enumerated absences, the County will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof.

B. When an Employee transfers from one department or location, but remains in the same certified bargaining unit, he/she shall continue to be covered by the same dues check-off authorization of the Union, and not be required to sign another authorization card.

3. The County shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

4. It is specifically agreed that the County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the County harmless from any claims, actions or proceedings by an Employee arising from dues deductions by the County hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

5. The County agrees to furnish the Union, each month, with the names of newly hired Employees, their addresses, social security numbers, work classifications, dates of hire and the names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.



## ARTICLE IV

### AGENCY SHOP

1. Upon the request of the Union, the County shall deduct a representation fee from the wages of each Employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.

3. The amount of said representation fee shall be certified to the County, by the Union, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the County harmless against any liability, cause of action or claims of loss, whatsoever, arising as a result of said deductions.

5. The County shall remit the amounts deducted to the Union monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all Employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making deductions.

## ARTICLE V

### PLEDGE AGAINST DISCRIMINATION AND COERCION

1. A. The provisions of this Agreement shall be applied equally to all Employees, without discrimination as to age, sex, sexual orientation, perceived sexual orientation, disability, perceived disability, marital status, race, color, creed, national origin, or political affiliation. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement. All Employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

B. The County agrees not to interfere with the rights of Employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County, or by the County's representatives against any Employee because of Union membership.

2. The Union agrees not to interfere with the rights of Employees not to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or by the Union's representatives, against any employee because of non-membership in the Union.

## **ARTICLE VI**

### **UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

1. A representative of the Union shall have reasonable access to the County, as in past practice, for the purpose of conferring with management, shop stewards of the Union and/or Employees, and for the purpose of administering this collective bargaining agreement. A shop steward intending to go to a department, other than one he/she represents, shall follow the same procedure as has been practice in the past.

2. A. The County will provide space on centrally located bulletin boards, which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" x 30" in size, or the equivalent.

B. Materials to be posted on such bulletin boards will be delivered to designated County officials by the Union, prior to the proposed posting.

C. Materials to be posted will consist of the following:

- i. Notices of Union meetings;
- ii. Notices concerning official Union business; and
- iii. Notices covering social and recreational events.

D. No materials will be posted which contain profane or obscene language or which are defamatory of the County, or its representatives and Employees, or which are critical of or condemn the methods, policies or practices of the County, except as they apply to Union negotiations.

**ARTICLE VII**  
**PROBATIONARY EMPLOYEES**

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days, from the date of employment, excluding time lost for sickness and other leaves of absence.

2. Where a new Employee being trained for a job spends less than twenty-five (25%) percent of his/her time on the job, only such time on the job shall be counted as employment, for purposes of computing the probationary period.

3. During or at the end of the probationary period, the County may discharge any such Employee, at will, and such discharge shall not be subject to the grievance and arbitration provisions of this agreement.

## ARTICLE VIII

### SENIORITY

#### 1. Definition

A. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the County.

B. Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification, within the County, and in the Department.

#### 2. Accrual

A. An Employee's seniority shall commence after the completion of his/her probationary period, and shall be retroactive to the date of his/her last hire.

B. Bargaining unit seniority shall accrue during a continuous authorized leave of absence, without pay, up to one (1) year or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff, not to exceed the greater of one (1) year, or as provided for by Civil Service rules and regulations, if the Employee is recalled into employment; and during a sick leave.

C. An Employee on layoff accrues no additional sick leave or vacation credits. When an Employee is recalled from layoff and reinstated, he/she is considered to have continuous service credit for computation of future earned vacations.

D. Classification seniority shall accrue during the periods specified in subparagraph B, above, and during the time an Employee works in a specific job classification.

For purposes of computing vacation entitlement, all part-time Employees shall accrue seniority as set forth in subparagraphs A, B and C above.

3. Loss of Seniority

An Employee's seniority shall be lost when he/she:

- A. Voluntarily resigns.
- B. Is discharged for just cause.
- C. Willfully exceeds an official leave of absence.
- D. Is laid off for a period of one (1) year, or a period as provided for by Civil Service rules and regulations, whichever is greater.
- E. Fails to return to work on a recall from layoff, within five (5) calendar days of the date of receipt of the notice of certification for recall, or within ten (10) days of the mailing, to last known address, unless the Employee has a valid reason for inability to respond.

4. Application

A. Bargaining unit seniority shall apply to the computation and determination of eligibility for all benefits, where length of service is a factor, pursuant to this Agreement.

B. Classification seniority shall apply in layoffs and recalls, and for scheduling of vacations, as herein provided.

5. The County will adhere to the New Jersey Department of Personnel Rules and Regulations governing layoffs, seniority, demotional rights, and recalls as contained in N.J.A.C. 4A:8-1-, et. seq.

## ARTICLE IX

### LONGEVITY

1. The County of Hudson, recognizing the importance of long-term Employees of the County of Hudson, sets forth the following longevity program, which shall be:

A. For Employees with more than five (5) years of service, but not more than ten (10) years of service - \$200.00 per annum;

B. For Employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$400.00 per annum;

C. For Employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$600.00 per annum;

D. For Employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$800.00 per annum;

E. For Employees with twenty-five (25) years of service - \$1,000.00 per annum.

2. The Longevity program shall be implemented only for full-time Employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

## ARTICLE X

### WAGES AND MINIMUMS

1. A. Effective and retroactive to July 1, 1996, Employees in the bargaining units shall receive a zero percent (0%) hourly rate wage increase applied to the hourly rate in effect on June 30, 1996.

B. Effective and retroactive to July 1, 1997, Employees in the bargaining unit shall receive a 2.75% hourly rate wage increase applied to the hourly rate in effect on June 30, 1997.

C. Effective and retroactive to July 1, 1998, Employees in the bargaining unit shall receive a three percent (3%) hourly rate wage increase applied to the hourly rate in effect on June 30, 1998.

D. Effective July 1, 1999, Employees in the bargaining unit shall receive a three percent (3%) hourly rate wage increase applied to the hourly rate in effect on June 30, 1999.

E. Effective July 1, 2000, Employees in the bargaining unit shall receive a three percent (3%) hourly rate wage increase applied to the hourly rate in effect June 30, 2000.

F. Effective July 1, 1997, the starting salary shall be fixed at \$31,819.00 per year an increase of 2.75% and effective July 1, 1999 the starting salary shall be fixed at \$32,774.00 per year an increase of 3%. These shall be the only adjustments to the minimum salaries for the duration of this Agreement.



G. If the County hires a new employee above the minimum salary for the title in question which the County may do, then the salary for every employee in that specific job title will be increased to the level paid by the County to the new employee.

2. Salary for current employees and newly-hired employees shall be paid bi-weekly on a two week lagging basis, with the employee's paycheck to be issued two weeks after the closing date of the pay period. Bi-weekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then current calendar year.

3. The terms of this Agreement shall apply only to those employees on the payroll as of December 1, 1998, as well as to those who resigned in good standing, or were on medical leave of absence from July 1, 1996 to December 1, 1998. Persons who were terminated for cause or who resigned not in good standing between July 1, 1996 and December 1, 1998 shall not be entitled to benefits hereunder.

4. At the conclusion of this contract only employees on the active payroll or those who retire or are laid off will receive retroactive benefits, if the next contract is not settled by July 1, 2001.

5. Mileage Reimbursement – Effective December 1, 1998, the County will pay a mileage reimbursement of \$.25 per mile for the use of a bargaining unit employee's personal vehicle while performing official business on behalf of the County.

6. Direct Deposit of employee checks will be established as soon as possible. Direct Deposit will be at the employee's option and at the bank of his/her choice. When Direct Deposit is established, the current system of providing for the early release of paychecks and the advancement of vacation checks shall be discontinued for all employees.

## ARTICLE XI

### HOURS

The policies and past practices of the County, with respect to hours of work, and meal and rest periods, in effect on the date of the signing of this Agreement, shall be continued for the duration of this contract subject to the following terms:

#### Flex Time:

1. A. The County shall have the right to determine the regular work schedule of individual employees. Such a regular work schedule may include consecutive work days and may include Saturday and Sunday and afternoon and evening work hours. The County reserves the sole right to schedule an individual employee's work day/week. Employees shall be scheduled to receive at least two consecutive days off duty unless the employee volunteers to accept a work schedule with non-consecutive days off.

B. In the event the County exercises its discretion as set forth in paragraph 1 hereof, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

B.1. The County shall first request volunteers in the required job classification, if more than one person is in the classification, from among employees in the relevant department or unit, who shall be assigned to designated schedule.

B.2. Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory and made in reverse order of seniority, with the least senior in the department and/or unit in the required job classification being assigned to the designated work shift.

B.3. Upon the hiring of a new employee in the job classification, said employee, being the least senior in the department and/or unit in the job classification affected, shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification in the relevant department and/or unit.

B.4. Aside from the initial effect of a new hire into the department and/or unit provided for in subsection (B.3) above, there shall be no bumping with respect to work schedules.

B.5. The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

B.6. Notwithstanding the foregoing, work schedules in effect as of July 1, 1996 may be maintained without the need for the County to utilize the procedures in subparagraphs A-B.5, above.

C. The County will undertake reasonable efforts to assure supervision of those employees assigned to a work schedule during those periods of work outside the regular work day, provided that nothing here shall be deemed to detract from or otherwise waive the County's right to establish and determine the level of need for supervision of the work force.

D. The County will undertake reasonable efforts, if necessary, to provide security measures for employees whose work scheduled is changed.

E. The County shall provide notice to the Union and the affected employee at least thirty (30) calendar days prior to the implementation of a change in the work schedule. The County may change an employee's work schedule on less than thirty (30) calendar days' notice; however, in such an instance, the affected employee shall receive an extra personal day for that

year only. An employee who is changed to a work schedule and then returned to his/her original work schedule on less than thirty (30) calendar days' notice shall receive only one extra personal day to cover both the change to the new schedule and the return to the original schedule.

F. An employee may request a change in his or her work schedule. Permission to work the requested schedule shall be at the sole discretion of the County.

G. The County agrees to undertake reasonable efforts to ascertain the availability of parking for those employees whose schedule is changed.

H. If requested, the County shall meet with the affected employees and their Union representative for the purpose of explaining the change in the work schedule.

## **ARTICLE XII**

### **OVERTIME**

1. The policies and past practices of the County with respect to overtime, including assignment of such time and compensation for same, in effect on the date of the signing of this Agreement, shall be continued during the term of this contract.

2. If an employee is required to work overtime, he/she shall be guaranteed not less than four (4) hours work for which he/she shall be paid at the overtime rate.

### **ARTICLE XIII**

#### **SHIFTS AND SHIFT DIFFERENTIAL**

1. It is agreed that Employees now receiving a shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past pra

## ARTICLE XIV

### HOLIDAYS

1. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement, unless it is increased by the County.

2. Employees shall be entitled to the following paid holidays within each year:

- |                                     |                    |
|-------------------------------------|--------------------|
| ▪ New Year's Day                    | ▪ Independence Day |
| ▪ Lincoln's Birthday                | ▪ Labor Day        |
| ▪ Martin Luther King Jr.'s Birthday | ▪ Columbus Day     |
| ▪ President's Day                   | ▪ Veterans' Day    |
| ▪ Good Friday                       | ▪ Election Day     |
| ▪ Memorial Day                      | ▪ Thanksgiving Day |
|                                     | ▪ Christmas Day    |

3. A. Recognizing that the County, in some of its operations, works every day of the year and it is not possible for all Employees to be off on the same day, the County shall have the right to require an Employee to work on any of the holidays herein specified. However, the County agrees that, within the framework of the County's staffing needs and levels, holidays be matched, to the fullest extent possible, without imposing additional costs (overtime or new personnel) on the County, or unacceptable service, as determined by the County.

B. In the event an Employee is required to work on any of the legal holidays named in Section 2 above, he/she shall be paid his/her regular pay for all hours worked on the holiday, and shall receive an additional day off with regular pay, within thirty (30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the County.

C. Employees shall be eligible for holiday pay under the following conditions:

- i. An Employee would have been scheduled to work on such a day, unless the Employee is on a day off, vacation or sick leave.
- ii. If a holiday is observed on an Employee's day off or during his/her vacation, he/she shall be granted an additional day off for the unworked holiday, within one (1) month of the date on which it occurred.
- iii. The Employee worked his regular work day before the holiday, and the first regularly scheduled work day after the holiday.

4. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an Employee is compensated shall be regarded as hours worked.



## ARTICLE XV

### VACATIONS

1. Employees hired on January 1, 1979 and after who are covered by this Agreement shall be granted the vacation schedule below:

A. First year of employment - one (1) day per month, up to the end of the first calendar year;

B. Beginning the second calendar year of employment through the fifth calendar year, twelve (12) working days;

C. Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days;

D. Beginning the sixteenth calendar year through the twenty-fourth calendar year, twenty (20) working days;

E. Beginning the twenty-fifth calendar year and thereafter, twenty-five (25) working days.

2. Employees hired prior to January 1, 1979 and covered by this Agreement shall be granted the vacation schedule below:

A. One (1) working day a month up until the end of the first calendar year;

B. Fifteen (15) working days thereafter until the completion of fifteen (15) years;

C. Twenty (20) working days from the beginning of the sixteenth year to the end of the twenty-fourth year.

D. Employees employed by the County for greater than 24 consecutive years shall be entitled to the following vacation schedule:

- 25 years - 25 days
- 26 years - 26 days
- 27 years - 27 days
- 28 years - 28 days
- 29 years - 29 days
- 30 years and greater – 30 days

In all other respects vacation entitlement shall remain unchanged.

3. Employees shall be entitled to use only two (2) weeks vacation during prime time in accordance with past practice.

4. Requests for vacation in Prime Time (June 15 – September 15) must be in writing by March 15, to the Department Director or designee. The Department Director or designee must notify the employee in writing by April 15, as to whether the requested vacation is approved or denied.

5. Vacation schedules shall be established taking into account the wishes and the needs of the County. Where there is a conflict in choice of vacation time among employees, classification seniority shall prevail.

6. All vacation leave, except as noted in Section 4 above, must be requested in writing by the employee to the Department Director or designee at least 30 days in advance. In cases of emergency, vacation requests may be granted with less than 30 days' notice. Unless good cause is shown, the County shall respond to the employee's Vacation request within thirty (30) days after the deadline or deadlines established by the County for submission of vacation requests.

7. The vacation eligibility year shall be the calendar year. If, during any part of the calendar year, an employee reaches a new vacation plateau, he/she will get the total vacation set forth for that new plateau.

8. Vacation leave must be taken in the calendar year in which it is earned. Vacation leave not taken in the calendar year is forfeited. The only exception to this policy is if the written vacation request is denied, in writing, by a Department Director for business reasons and cannot be rescheduled for that year. In such cases, the vacation denied may be carried over the next succeeding calendar year, but must be scheduled and used in that year or be forfeited.

9. Continuous service for purposes of vacation leave calculation shall mean employment with the County of Hudson without actual interruption due to resignation, retirement or removal. Periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or a leave without pay, except for military leave, shall not be included in calculating years of continuous service. Employees on a suspension or a leave without pay, except for military leave, do not earn vacation leave for the period of the leave or suspension.

10. Annual vacation leave is a benefit accrued during the course of the calendar year in which it is earned. The annual vacation entitlement of an employee whose employment terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the employee utilized more vacation prior to termination of employment than his or her pro-rated entitlement, the amount of excess vacation pay utilized shall be deducted from the employee's last paycheck or otherwise be reimbursed to the County.

11. Employees who regularly work 20 hours or more and less than 40 hours per week shall be entitled to a proportionate amount of paid vacation leave.

12. An employee who exhausts all paid vacation leave in any one calendar year shall not be credited with additional vacation leave until the beginning of the next calendar year.

13. Upon the death of an employee, unused earned vacation leave shall be paid to the employee's estate.

14. Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

15. No part of an employee's scheduled vacation may be charged to sick leave.

16. Up until such time that Direct Deposit of employee checks is established, an employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least thirty (30) days in advance. An employee may request that the County defer vacation pay.

17. Absences due to established illness, maternity leave or injury up to one (1) month shall be considered as time worked in determining the amount of vacation pay for employees.

## ARTICLE XVI

### SICK LEAVE

#### Section 1. Amount of Sick Leave:

A. New County employees shall receive one working day for the initial month of employment if they begin work on the first through the eighth day of the calendar month and one-half working day if they begin on the ninth through the twenty-third day of the month. Employees who begin to work after the twenty-third of the month are not entitled to any sick leave for that month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service.

B. After the first calendar year of service, employees shall receive 15 working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

C. Employees who regularly work 20 hours or more and less than 40 hours per week shall be entitled to a proportionate amount of paid sick leave.

D. An employee continues earning sick leave from the day of hire and as long as the employee actually works or is compensated for vacation, personal leave or sick days. Employees do not earn paid sick days while on a leave of absence without pay or suspension.

E. Sick leave shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

F. An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. Employees

who have exhausted their sick leave will be docked for any additional days absent in that calendar year unless the employee properly requests, and is granted, other benefit time off.

G. Unused sick leave shall accumulate from year to year without limit.

H. Employees who leave the County for any reason other than retirement will not be paid for unused sick days.

I. Employees who become ill after reporting to work and who return home will not be charged with a paid sick day but instead will be paid their normal day's pay if they work at least four hours. Employees who leave work because of illness before working four hours will not be paid for the day but will be granted paid sick leave for the day. Employees who leave work because of illness before working four hours and who have no sick leave will be paid only for the hours worked that day.

## Section 2. Authorized Uses:

A. Sick leave may be used by employees who are unable to work because of:

1. Personal injury or illness not related to County employment;
2. Exposure to contagious disease not related to County employment.

3. Care for a reasonable period of time for a seriously ill member of the employee's immediate family ("immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father-in-law, mother-in-law and other relatives residing in the employee's household).

B. Sick leave may not be used for any purpose other than those outlined in Section 2-A of this Article.

### Section 3. Maternity/Paternity Needs.

Employees may use accrued sick leave in cases of the birth of their children. Verification of the need for the sick leave may be required.

### Section 4. Doctor's Notes.

In all instances, employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must indicate the medical problem and explicitly excuse the employee from work on each day absent. Notes that merely indicate that the employee had a doctor's visit are not acceptable. Doctor's notes may be required regardless of the number of days absent. This is true even if the employee is attending to a seriously ill immediate family member. In that situation, the employee may be required to supply a note from the immediate family member's doctor indicating the degree of illness and the need for the employee's absence from work each day the employee is absent. Failure to submit required doctor's notes to the start of next scheduled workday may result in denial of paid sick leave and may also result in discipline up to and including discharge.

### Section 5. Sick Leave Abuse.

Abuse of sick leave or chronic or excessive absenteeism may result in discipline up to and including discharge. Abuse includes using sick leave when the employee is not ill. Examples of chronic or excessive absenteeism include situations where employees routinely use more than the amount of sick leave earned in a calendar year or where a pattern of absences is established.

### Section 6. Unearned Sick Leave.

Annual sick leave is granted at the beginning of each calendar year in anticipation of continued employment. The annual sick leave entitlement of an employee whose employment

terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the employee utilized more sick leave prior to termination of employment than his or her pro-rated entitlement, the amount of excess sick leave utilized shall be deducted from the employee's last paycheck or otherwise be reimbursed to the County.

#### Section 7. Sick Leave Call-In Procedure.

A. An employee who is absent due to illness or injury must notify a supervisor at least two hours prior to the start of the employee's regularly-scheduled work day.

B. Employees who fail to timely notify the appropriate supervisor may be denied sick leave and are subject to discipline.

C. The only exception to this call-in procedure is when an employee establishes that he or she could not call in because of unusual or emergent circumstances.

#### Section 8. Attendance Bonus.

A. Employees who regularly work 40 or more hours per week and who are absent five days or less in a full calendar year due to sickness, absenteeism, suspension or unpaid leave-of-absence (except military leave), shall be paid \$100 (less taxes) on the 2<sup>nd</sup> regular pay in February, provided they were in the County's employ for the entire twelve months of the calendar year in question.

B. Employees who regularly work 20 or more hours and less than 40 hours per week and who are absent five days or less in a full calendar year due to sickness, absenteeism, suspension or unpaid leave-of-absence (except military leave), shall be paid \$50 (less taxes) on the second payday in February, provided they were in the County's employ for the entire twelve months of the calendar year in question.



#### Section 9. Return To Duty Examination.

Employees who have been on sick leave may be required to be examined by the County's Health Services physician, or to bring in a certificate from the employee's own physician, in the County's discretion, before being permitted to return to work. The County may exercise its authority under this Section solely for the purpose of determining whether the employee is able to perform job-related functions without posing a direct threat to the health or safety of the employee or of other individuals in the workplace.

## **ARTICLE XVII**

### **PERSONAL DAYS**

Each employee in the bargaining unit shall be entitled to two (2) paid personal days. Employees shall receive one (1) additional personal day per year, for a total of three (3) days per year, after five (5) years of employment with the County.

Requests for personal days shall be made in writing at least forty-eight (48) hours in advance and approved in advance of the requested date(s) by the employee's immediate supervisor. Personal days may be granted on short notice in the event of an emergency.

New employees shall have been in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this Agreement.

Personal days must be used within the twelve (12) calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.

## **ARTICLE XVIII**

### **PAID LEAVE**

Employees shall be entitled to paid leave as follows:

#### **1. Funeral Leave**

A. An individual shall be given three (3) days with pay as funeral leave, for a death in the Employee's immediate family.

B. An Employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchild, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparent.

C. In the case of the death of the employee's aunt or uncle, the employee will be granted leave with pay only for the day of the funeral.

D. Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time, with or without pay, shall be at the sole discretion of the County.

E. Funeral leave shall be defined as leave granted for bereavement purposes and its use for any other purpose is prohibited.

#### **2. Jury Duty**

A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the Employee's absence from work would seriously impair, in any way, the operation of his/her position, the Employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility, the Employee's service record will remain unbroken.

C. The Employee will receive pay during the period of jury service, equal to his regular wages. A statement of jury earnings and time served must be supplied by the Employee to the County to allow verification of same.

D. If an Employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such Employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift.

## ARTICLE XIX

### UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Childbirth Leave. A) Childbirth leave without pay for a period of not more than one (1) year may be granted to any employee for the birth or adoption of a child. B) This article shall be interpreted in accordance with the Civil Rights Act of 1964, as amended, and with the N.J. Family Leave Act, N.J.S.A. 34:11B-1 et. seq.
2. Military Leave. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted for the initial period of military service, or in accordance with applicable law.
3. Union Business. A leave of absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union. The number of Employees granted leave under this provision shall be reasonable.
4. Three (3) members of the Union, selected by the Union to participate in any other Union activity may be granted a leave of absence, without pay, at the request of the Union, for a period not to exceed one (1) month.
5. Other Leaves. Leaves of absence without pay for other reasons will not be unreasonably denied by the County.
6. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay or to accrue sick leave time, except as provided in Article XIV. When an Employee returns to work following an involuntary leave of absence or voluntary leave of thirty (30) days

or less, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence of more than thirty (30) days will be reinstated to his/her former job or another position within the same classification.

## **ARTICLE XX**

### **RETIREMENT ALLOWANCE**

1. Employees who retire shall use all of their accumulated vacation leave prior to the effective date of retirement.

2. Upon retirement, an Employee shall receive a cash payment calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one Employee shall not exceed five thousand (\$5,000.00) dollars.

3. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an Employee retires but dies prior to the payment of the retirement leave, the County shall pay to the Employee's estate the retirement leave pay.

## ARTICLE XXI

### INSURANCE

1. The County shall provide the same insurance and health benefits to the Union as it provides in the Local 1199J Collective Bargaining Agreement.

2. The Union agrees to participate in an insurance review committee made up of a representative of each union to review the possibility of changing health/medical insurance during the term of this agreement.

3. The co-payment for the prescription drug program is \$5.00 for non-generic drugs, and \$1.00 for generic drugs.

4. The County and Union shall cooperate to secure state approval for the implementation of an employee-paid upgrade in the current dental insurance plan. Such upgrade will be at no expense to the County. If implemented, the County will exert its best efforts to assure that employee payments for the dental upgrade are treated as pre-tax income.



## **ARTICLE XXII**

### **LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY**

1. Any Employee covered by this Agreement who is disabled because of a job-related injury or disease shall be granted a leave of absence with base salary pay as in effect at the time of injury. Such leave shall be granted with full pay, with reduced pay or with full pay for a certain period, and reduced pay thereafter, at the sole discretion of the County.

2. Such leave may be granted for up to one (1) year from the date of injury or illness, and shall be based on medical or other proof of the injury or illness, and the continuing disability of the Employee.

3. Any amount of salary or wages paid or payable to an Employee for disability leave shall be reduced by the amount of Worker's Compensation award under the New Jersey Worker's Compensation Act for temporary disability.

## **ARTICLE XXIII**

### **PENSION**

1. Employee shall continue to receive pensions and retirement pursuant to the provision of State law and local ordinances.

## **ARTICLE XXIV**

### **DISABILITY**

The County shall, as of January 1, 1984, establish a Disability Plan, covering all Employees, which shall be the New Jersey Disability Compensation Plan, for which the Employee and the County are required to make equal payments.

## ARTICLE XXV

### MANAGEMENT RIGHTS

1. Except as this Agreement otherwise specifically provides, the County retains the exclusive right to hire, direct, assign and schedule the working force; to plan, direct and to control operations; to discontinue, subject to the provisions of Paragraph 4 of this Article, or reorganize or combine any Department or Branch of operations with any consequent reduction or other change in the working force; to hire and lay off Employees; to promulgate rules and regulations and enforce same; to introduce new or improved methods or facilities, regardless of whether or not the same cause or reduction in the working force, and in all respects to carry out, in addition, the ordinary and customary functions of management.

2. The Union, on behalf of the Employees, agrees to cooperate with the County to attain and maintain full efficiency in its operations, and the County agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. There shall be no individual agreements between Employees and the County. This Agreement contains the full understanding between the parties, and cannot be modified except by written agreement between the parties.

4. A. If, during the term of this Agreement, the County contracts out, or subcontracts, work normally performed by Employees covered by this Agreement, Employees affected will be given every priority available to continue their employment within their classification, or any other position available for which they are qualified, prior to lay off or similar action.

B. The County agrees to meet with the Union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.

C. If the County decides to subcontract a service, it will provide the Union thirty (30) days notice prior to submitting a lay off plan to the New Jersey Department of Personnel.

5. The County expressly retains and reserves its managerial prerogative to assign, transfer, promote and otherwise move Employees to different positions and/or locations.

## **ARTICLE XXVI**

### **RESIGNATION**

1. An Employee who resigns shall give the County at least ten (10) days advance notice.
2. An Employee who gives notice of resignation as provided above or whose employment is terminated shall be entitled to receive pro-rated payment for unused vacation time accrued on the effective date of the resignation or termination
3. In case of death of an Employee, unused vacation entitlement shall be paid to the deceased Employee's estate.

## **ARTICLE XXVII**

### **DISCHARGE AND PENALTIES**

1. The County shall have the right to discharge, suspend or discipline any Employee for cause. Such disciplinary actions may be reviewed under the contractual grievance and arbitration procedure to the extent permitted by law.

2. The County will notify the Union, in writing, of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the County within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth to the extent permitted by law; however, commencing at Step 3 of the grievance machinery.

3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

## **ARTICLE XXVIII**

### **NO STRIKE OR LOCKOUT**

1. No Employee or Employees shall engage in any strike, sit-down, slow-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County.

2. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County occur, the Union within twenty-four (24) hours of a request by the County, shall:

A. Publicly disavow such action by the Employees.

B. Advise the County in writing that such action by the Employees has not been called or sanctioned by the Union.

C. Notify Employees of its disapproval of such action and instruct such Employees to cease such action, and return to work immediately.

D. Post notices on Union Bulletin Boards advising that it disapproves such action, and instruct such Employees to cease such action and return to work immediately.



4. The County agrees that it will not lock out Employees during the term of this Agreement.

**ARTICLE XXIX**  
**GRIEVANCE PROCEDURE**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1: Within ten (10) days time (except as provided in Article XXVII), an Employee having a grievance and/or his/her shop steward or other representative shall take it up with the Employee's immediate supervisor. The County shall give its answer to the Employee and his/her Shop Steward, or other representative, within five (5) working days after the presentation of the grievance to Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance shall, within five (5) working days after the answer in Step 1, be presented to Step 2. When grievances are presented to Step 2, they shall be reduced to writing, signed by the grievant or his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance so presented to Step 2 shall be answered by the County, in writing, within five (5) working days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance shall, within five (5) working days after the answer in Step 2, be presented to Step 3. A grievance shall be submitted in this Step to the Personnel Director, or his/her designee, in writing, within ten (10) working days after the presentation of the grievance to this Step.

Failure on the part of the County to answer a grievance at any Step shall be deemed a denial and permit the Union to proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Article XXVII, Section 2.

Without waiving its statutory rights, the County may submit a grievance directly to Step 3 by notice in writing addressed to the Union, at its offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved, and shall not, thereafter, be considered subject to the grievance and arbitration provisions of this Agreement.

4. A grievance which affects a substantial number or class of Employees, and which the County representative, designated in Steps 1 and 2, lacks authority to settle, may initially be presented to Step 3 by the Union representative.

5. Nothing herein shall prevent any Employee from processing his/her own grievance, provided a Union representative may be present at any hearing on the individual's grievance.

## **ARTICLE XXX**

### **ARBITRATION**

1. A grievance, as defined in Article XXIX, which has not been resolved thereunder may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the County, or the Union. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Public Employment Relations Commission (PERC), in effect at that time. Matters for which an appeal mechanism is prescribed by law to the Civil Service Commission shall not be submitted to arbitration.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final and binding upon the County, the Union and Employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of the grievances, as defined in Section 1 of Article XXIX and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

## **ARTICLE XXXI**

### **EFFECT OF LEGISLATION – SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXXII**

### **SAFETY AND HEALTH COMMITTEE**

The County shall create a multiple union safety and health committee consisting of representatives of non-uniformed bargaining units.

### **ARTICLE XXXIII**

#### **PROVISIONAL EMPLOYEES**

Bargaining unit employees who hold “provisional” status under Civil Service law and are hired after June 23, 1995 may be terminated by the County at will, and with no recourse to the contractual grievance and arbitration procedure, during their first six months of employment. Such employees may process any disciplinary action taken against them other than termination under the contractual grievance and arbitration procedure to the extent permitted by law. Such employees shall accrue seniority from their date of hire.

## **ARTICLE XXXIV**

### **VACANCIES AND NEWLY CREATED POSITIONS**

#### **Section 1:**

Vacancies and newly created positions will be posted on all bulletin boards in all work locations where Bargaining Unit employees are assigned.

A. Only employees who are qualified for the vacant or newly created positions will be considered. The County will determine employees' qualifications and appoint the person(s) the County deems most qualified to hold the position(s).

B. In cases where qualified employees' qualifications are deemed by the County to be equal, employees will be appointed in order of seniority as defined in this collective negotiations agreement.

C. Vacancy and newly created position notices will be displayed for five (5) business days. These notices shall include the necessary qualifications for the position.

D. Employees who desire to respond to such a notice shall submit written applications to the County Personnel Department not later than five (5) calendar days after the final day of posting.

E. Employees may bid on available vacancies in non-union titles and titles contained in other bargaining units. Vacancy notices will be displayed on all bulletin boards in work locations where employees represented by this bargaining unit are assigned, unless such posting is prohibited by the County's collective negotiations agreement(s) with the union(s) that represent(s) the vacant position(s).

- i. Only employees who are qualified for the vacant positions will be considered.



- ii. The County will determine employees' qualifications, and appoint the person the County deems most qualified to hold the position(s).
- iii. Employees eligibility for positions represented by other unions are subject to any limitations contained in the other unions' contracts and/or contained in any practice established under the other unions' contracts.
- iv. Vacancy notices will be displayed for five (5) business days unless otherwise provided for in the contract of the union that represents the posted position.
- v. Employees shall not be permitted to bid on vacancies in positions in the unclassified service for which approval of the Board of Chosen Freeholders for appointment is required by law; on vacancies in non-negotiating unit positions in Judiciary or in the Offices of the Sheriff, Prosecutor, Register, County Clerk, Surrogate or any constitutional officer; or, on vacancies in positions in any independent authority or agency.

#### Section 2:

A. When a promotional vacancy in a collective negotiations unit position occurs, the Employer shall post notices of the promotional vacancy on the bulletin board it normally uses for notices to the subject Collective Bargaining unit employees for a period of five (5) business days. The posting period may be less than five (5) days when a shorter period is necessary.

B. An employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job, without loss of seniority or other benefits. This provision is not applicable when disciplinary action is involved.

#### Section 3:

The above sections are not applicable in those cases when a Civil Service announcement, i.e. an announcement issued by the New Jersey Department of Personnel is made for any positions or titles.

## **ARTICLE XXXV**

### **EFFECTIVE DATE AND DURATION OF AGREEMENT**

The provision of this Agreement shall be effective July 1, 1996 and shall continue and remain in full force and effect to, and including, June 30, 2001, when it shall expire, unless an extension is agreed to by both parties, and expressed in writing, prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein, at the time of expiration, they must notify the other party, in writing, not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the Union and the County have executed this Agreement,

this      day of

**INTERATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 164**

By: Richard Dressel

**HUDSON COUNTY EXECUTIVE**

By: [Signature]

STATE OF NEW JERSEY )  
   : SS  
 COUNTY OF HUDSON        )

BE IT REMEMBERED, that on this 24<sup>th</sup> day of March Two Thousand,  
 before me, the subscriber, a notary public personally appeared JEAN A. BYRNES, who  
 being by me duly sworn according to law, on her oath says that she is the Clerk of the Board of  
 Chosen Freeholders of the County of Hudson and that ROBERT C. JANISZEWSKI is the County  
 Executive, that he knows the corporate seal of said County of Hudson and that the seal affixed to the  
 foregoing instrument is the seal of said County; that the said ROBERT C. JANISZEWSKI as County  
 Executive signed said instrument and affixed said seal thereto as his voluntary act and deed for the uses  
 and purposes therein expressed, in attestation whereof, she the said JEAN A. BYRNES, as Clerk,  
 subscribed her name thereto

*Jean A. Byrnes*  
 JEAN A. BYRNES, CLERK  
 BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to

before me this 24 day

of March, 2000

*Luiz Feliciano*

**LUZ FELICIANO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**ID # 2220877**  
 MY COMMISSION EXPIRES AUG. 24, 2004

RESOLUTION FACT SHEET

DEPARTMENT: FINANCE & ADMINISTRATION

DIVISION: DIVISION OF PERSONNEL

CONTRACTOR/PROGRAM TITLE: Memorandum of Agreement between the County of Hudson and the International Brotherhood of Electrical Workers Local # 164 signed by all parties on .

RENEWAL 7/01/2001

TERM FIVE YEARS ( 7/1/96 - 6/30/01 )

AMOUNT 1) 0% - 7/01/96 WAGE FREEZE  
2.75% 7/01/97  
3.00% 7/01/98  
3.00% 7/01/99  
3.00% 7/01/00

2) EFFECTIVE 12/1/98 THE COUNTY WILL PAY A MILEAGE REIMBURSEMENT OF \$.25 A MILE FOR PERSONAL VEHICLE USE WHILE PERFORMING OFFICIAL COUNTY BUSINESS.

REVENUE SOURCE(S)

GRANT N/A

FEDERAL N/A  
STATE N/A

COUNTY VARIOUS SALARY ACCOUNTS  
CHANGE ORDER:

INCREASE: SEE ABOVE

DECREASE: 3) DO NOT HAVE TO PAY SICK LEAVE BONUS TO EMPLOYEES ON SUSPENSION OR UNPAID LEAVE - ONLY FOR SICK DAY ABSENCES OF FIVE DAYS OR LESS.

4) MINIMUM SALARIES WILL BE , FROZEN IN YEARS 1996, 1998, AND 2000.

5) DIRECT DEPOSIT OF PAYCHECKS WILL ELIMINATE THE DISTRIBUTION OF "EARLY PAYCHECKS" TO EVENING AND NIGHT SHIFT EMPLOYEES AND EMPLOYEES ON VACATION.

RATIONALE FOR CONTRACTING ACTION:

TO REPLACE CONTRACT THAT EXPIRED ON JUNE 30, 1996.